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07-02

A G R E E M E N T

between

Bloomfield Board of Education

and

Bloomfield Educational Secretaries Association

July 1, 1973 to June 30, 1974

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1. PREAMBLE

This Agreement of sixteen (16) pages entered into this ten<sup>th</sup> day of September, 1973, by and between the Board of Education of the Town of Bloomfield, New Jersey, hereinafter called the "Board" and the Bloomfield Educational Secretaries Association, hereinafter called the "Association" is for the school fiscal year beginning July 1, 1973 and ending June 30, 1974 and is in accordance with Chapter 303, Laws of 1968.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused this instrument to be duly executed by their proper officers and their seal affixed, the day and year first above written.



President  
Bloomfield Board of Education



President  
Bloomfield Educational Secretaries  
Association

Attest:



Secretary  
Bloomfield Board of Education



Secretary  
Bloomfield Educational Secretaries  
Association

## 2. RECOGNITION

WHEREAS, the Bloomfield Educational Secretaries Association represents the majority of the office employees of the Bloomfield Board of Education whose salaries are determined in accordance with the office personnel salary guide, and

WHEREAS, Chapter 303 of the laws of 1968 provides that an association which enrolls the majority of public employees in specific category of employment is the legal negotiating unit for such employees, now, therefore, be it

RESOLVED, that the Bloomfield Board of Education recognizes the Bloomfield Educational Secretaries Association as the official negotiating unit for those persons on the office personnel salary guide who are under contract to the Bloomfield Board of Education for the school year 1973-1974.

## 3. NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a Successor Agreement in accordance with Chapter 303, Public Laws of 1968 in a good faith effort to reach an agreement on matters concerned with the terms and conditions of office employees employment and grievance procedures. Such negotiations shall begin not later than November 1 of the calendar year preceding the school fiscal year in which this Agreement shall be in effect. Any agreement so negotiated shall apply to all office personnel, be reduced to writing and be signed by the Board and the Association.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. The Board shall make available to the Association for inspection, records deemed to be pertinent to the conditions of employment except those defined as classified and confidential by the State Department of Education. Not later than January 15 of each year, the Board shall provide the Association with a tentative line budget figure for the next school fiscal year.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be authorized to make proposals, consider proposals, and make counterproposals in the course of negotiations; however, final authority to approve proposals shall rest with the Board of Education and the Bloomfield Educational Secretaries Association according to the Constitution and By-Laws of the Association.
- D. The representatives of the Board and the representatives of the Association's negotiating committee shall meet upon request for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.

3- NEGOTIATION PROCEDURE (cont'd)

1. Each party shall submit to the other, in writing, at least three (3) days prior to the meeting, an agenda covering matters they wish to discuss.
  2. All meetings between the parties shall be scheduled to take place at a mutually convenient time.
  3. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing and submitted to the Board and to the Association for consideration.
- E. This Agreement shall not be modified in whole or in part nor shall additional items be added by the parties except by an amendment in writing approved by the Board and the Association.
- F. If the Board and the Association are unable to agree, then either party may request of the other that the matter shall be submitted to advisory mediation. Such requests shall be in writing, and the acquiescence therein shall also be in writing. If either party refuses such request, the matter will be referred to the New Jersey Public Employment Relations Commission.

The Board and the Association each shall select an advisor and notify the other of the advisor selected within ten (10) work days after the request for advisory mediation. A third member, who shall be chairman, shall be named by the first two within ten (10) work days.

This advisory board shall report recommendations for settlement within ten (10) work days. The recommendations shall be submitted to both parties and shall be made public.

Each advisor shall be paid by the party selecting him, and the expense of the chairman shall be shared equally by the Board and the Association.

- G. In the event an agreement cannot be reached, the matter shall be referred to the New Jersey Public Employment Relations Commission for fact finding and/or advisory mediation.

4- GRIEVANCE PROCEDURE

Definitions

1. A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of an employee or group of employees and/or the interpretation, meaning or application of any of the provisions of this Agreement.
2. An "aggrieved person" is the person or persons making the claim or the Association making the claim.

#### 4. GRIEVANCE PROCEDURE (cont'd)

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. Two classes of grievances shall be considered:
  - a. A Class A grievance shall be an informal, personal, individual grievance. This grievance shall be one brought by an individual, and only an individual, in behalf of himself alone, in which the aggrieved person judges that his interests are best served by keeping the grievance confidential.
  - b. Class B grievances shall constitute all other grievances.

#### Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement.

#### Procedure

Each employee has a right to be heard by his supervisor, principal, assistant superintendents, superintendent, and board of education, on conditions concerning his employment. It is understood that he will proceed through the levels outlined in this procedure. Grievances shall be submitted on a form available in the Office of the Principal.

All employees, including grievant or grievants, shall continue under the direction of the superintendent and other administrators, regardless of the pendency of the grievance until such grievance is officially resolved. The continuance of duty will not constitute an agreement as to the disposition of the grievance.

It is the intent of both parties in interest to process all grievances as expeditiously as possible.

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced, so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

Concerning all levels, both parties shall adhere to the following schedules for submitting and processing grievances except under unusual and extenuating circumstances.

For Class A Grievances

Level 1

Any aggrieved person may present his grievance in writing to his principal/supervisor within 30 days. After discussion of the grievance, the principal/supervisor must reach a decision within (6) days of the date in which the grievance was presented in writing.

Level 2

If no resolution has been reached at Level 1, the grievance may be submitted in writing to the superintendent of schools within ten (10) days. The superintendent must rule on the grievance within ten (10) days. If the superintendent does not deem the grievance personal enough to fall within the Class A grievance category, it may only be continued under the Class B category and shall be resumed at Level 2.

Level 3

If no resolution has been reached at Level 2, the grievance may be submitted in writing to the Board within ten (10) days. The Board must rule on the grievance within fifteen (15) days. A party in interest may not be represented by any minority organization nor shall the minority organization present or process his grievance.

Concerning all levels, both parties shall adhere to the following schedules for submitting and processing grievances except under unusual and extenuating circumstances.

For Class B Grievances

Rights of Employees to Representation

Any party in interest may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

Level 1

Any aggrieved person must present his grievance to his principal/supervisor within (30) days of the occurrence. After discussion of the grievance, the principal/supervisor must reach a decision within six (6) days of the date in which the grievance was presented.

Level 2

If no resolution has been reached after the six (6) day period, the aggrieved person may present his grievance to the Association within ten (10) days. This presentation must be made in writing. This presentation will be made for the purposes of studying the merit of the grievance and/or to see if the grievance can be resolved through the grievance committee. The grievance committee reserves the right to consult with the aggrieved person's principal/supervisor in order to facilitate resolution of said grievance. A decision must be reached at this level within six (6) days.

For Class B Grievances

Rights of Employees to Representation (cont'd)

Level 3

If no resolution has been reached at Level 2, the grievance may be submitted in writing to the superintendent of schools within ten (10) days. The superintendent must rule on the grievance within ten (10) days. He shall respond, after hearings, within this period in a written communication, a copy of which shall be forwarded to the Association.

Level 4

If no resolution has been reached at Level 3, the grievance may be submitted in writing to the Board within ten (10) days. The Board must rule on the grievance within fifteen (15) days. The Board shall respond in writing within this period to the individual or group presenting the grievance and shall inform the Association of its action.

Level 5

If Level 4 does not result in resolution, the aggrieved person may request in writing within ten (10) days that the Association, through the proper officers and/or committees, submit the grievance to advisory mediation. If the Association feels that the grievance is meritorious, it may submit the grievance to mediation within ten (10) days after receipt of this request by the aggrieved person.

The Board and the Association will each name one advisor. A third member, who shall be chairman, shall be named by the first two.

This advisory board shall report recommendations for settlement within ten (10) days. The recommendations shall be submitted to both parties and shall be made public.

Each advisor shall be paid by the party selecting him and the expense of the chairman shall be shared equally by the Board and the Association.

Level 6

If the grievance is not resolved, the grievance shall be presented to the New Jersey Public Employment Relations Commission for fact finding and/or advisory mediation.

Miscellaneous

1. If, in the judgment of the Association Grievance Committee, a grievance affects a group or class of employees, the Grievance Committee may submit such grievance in writing to the superintendent directly and the processing of such grievance shall be commenced at Level 2. The Association Grievance Committee may process a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

For Class B Grievances

Miscellaneous (cont'd)

2. Decisions rendered at Level 1 under Class B Grievances which are unsatisfactory to the aggrieved person, shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the chairman of the appropriate association committee.
3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this section.

5. BOARD OF EDUCATION'S LEGAL PREROGATIVES

The right to manage the school system and to direct the personnel and operation of the schools, subject to the limitations of this Agreement, is exclusively vested in and retained by the Board. Furthermore, nothing in this agreement shall be construed to diminish or remove from the Bloomfield Board of Education, the authority or responsibilities which are vested in it by New Jersey Revised Statutes Title 18A.

## 6- TERMS AND CONDITIONS OF EMPLOYMENT

### A-1 Working Hours

All office personnel will be on duty from 8:00 A.M. to 4:00 P.M. during the days school is session. All personnel will be entitled to a one hour lunch period.

### A-2 Vacation Policy

- A. All 42 week personnel will be entitled to the regular school vacations.
- B. All 44 week personnel will be entitled to the regular school vacations except the periods from the first day of September to the opening day of school and from the close of school in June until June 30.
- C. All 52 week personnel will be entitled to a fifteen (15) day vacation for each fiscal year after completing one year of employment. Personnel who begin employment after July 1 will be entitled to a pro-rata portion of the annual vacation allowance.
- D. All 52 week personnel who have completed twenty (20) years of service with the Bloomfield Board of Education will be entitled to a twenty (20) day vacation for each fiscal year (July 1 to June 30).

## 7. OFFICE HOLIDAYS

1973-74

### A. Twelve Month Personnel (Classification A, C, D, and F)

July	4	Wednesday - Independence Day	Closed
September	3	Monday - Labor Day	Closed
October	8	Monday - Columbus Day	Closed
November	16	Friday - N.J.E.A. Convention	12:00 Noon Closing
November	21	Wednesday - Thanksgiving Recess	12:30 Closing
	22	Thursday - " "	Closed
	23	Friday - " "	Closed
December	21	Friday - Christmas Recess	12:30 Closing
	24	Monday - " "	Closed
	25	Tuesday - " "	Closed
	31	Monday - " "	Closed
January	1	Tuesday - New Year's Day	Closed
February	18	Monday - Winter Recess	Closed
April	12	Good Friday	Closed
May	27	Monday - Memorial Day	Closed

### B. Ten Month Personnel

#### 1. Elementary Schools (Classification H and I - 42 weeks)

Secretaries will report for duty on September 5, 1973, and work the regular school calendar.

#### 2. Secondary Schools and Administration Building (Classifications B, E, G, and L - 44 weeks)

Secretaries will report for duty on September 4, 1973, and work the regular school calendar until June 28, 1974.

8. OFFICE PERSONNEL - CLASSIFICATION ASSIGNMENTS - School Year 1973-74

<u>Classification</u>	<u>Position Title</u>	<u>Position Location</u>	<u>Number of Positions</u>
-	Executive Asst. to Supt. of Schools	Superintendent's Office	1
-	Executive Asst. to Board Secretary and Asst. Supt.	Board of Ed. Office	1
A	Office Manager Bookkeeper Payroll Bookkeeper	Senior High School Board of Ed. Office Board of Ed. Office	1 1 1
B	Office Manager Office Manager	North Jr. High School South Jr. High School	1 1
C	Secretary Secretary Secretary	Curriculum Office High School Principal Board of Ed. Office	1 1 1
D	Secretary Secretary Secretary  Secretary Asst. Office Manager Secretary	Superintendent's Office Board of Ed. Office Home and School Counselors' Office High School Guidance Senior High School Curriculum Office	1 2 1 1 1 1 1
E	Asst. Office Manager Asst. Office Manager Secretary	North Jr. High School South Jr. High School Child Guidance Office	1 1 1
F	Clerk-Typist Switchboard Operator and Receptionist Clerk-Typist	High School Office School Adm. Bldg. Board of Ed. Office	1 1 1
G	Clerk-Typist Secretary  Clerk-Typist Clerk-Typist Clerk-Typist	Senior High School Music and Board of Ed. Office High School Guidance South Jr. High School North Jr. High School	2 1 1 2 2
H	Elementary Secretary	Forest Glen Oak View Brookside Watsessing Franklin George Morris Brookdale	1 1 1 1 1 1 1
I	Elementary Secretary	Fairview, Carteret Demarest, Berkeley	2 2
L	Library Technician	Senior High School North and South Junior Highs Elementary Schools Processing Center	2 2 1 1

**BOARD OF EDUCATION  
155 Broad Street  
Bloomfield, New Jersey**

**SALARY GUIDE AS ADOPTED BY THE BOARD OF EDUCATION OF THE TOWN OF BLOOMFIELD, NEW JERSEY**

March 26, 1973

**RESOLVED**, that the following schedule shall be and hereby is adopted as a guide for the salaries of employees of the Board of Education, effective as to the Office Personnel, only upon recommendation of the Superintendent of Schools or Board Secretary and Assistant Superintendent of Schools in Charge of Business Affairs, when said recommendations have been approved by the Board. The following guide shall not under any circumstances be considered as mandatory or binding upon the Board of Education or as entitling any employee to any salary therein mentioned unless and until the same has been specifically fixed by the Board of Education upon recommendation as aforesaid.

**SALARY GUIDE FOR OFFICE PERSONNEL  
EFFECTIVE JULY 1, 1973 - ANNUAL SALARIES**

Classification Work Year	A <u>52 wks</u>	B <u>44 wks</u>	C <u>52 wks</u>	D <u>52 wks</u>	E <u>44 wks</u>	F <u>52 wks</u>	G <u>44 wks</u>	H <u>42 wks</u>	I <u>42 wks</u>	L <u>44 wks</u>
1	\$5949	\$4810	\$5499	\$5443	\$4316	\$5125	\$4173	\$4254	\$4497	\$4248
2	6219	5005	5769	5713	4492	5352	4333	4423	4666	4417
3	6489	5200	6039	5983	4668	5579	4493	4591	4835	4586
4	6759	5395	6309	6253	4845	5806	4654	4760	5004	4755
5	7029	5590	6579	6523	5021	6032	4814	4929	5173	4924
6	7299	5786	6849	6793	5197	6259	4974	5098	5341	5092
7	7570	5981	7119	7063	5373	6486	5135	5267	5510	5261
8	7840	6176	7389	7333	5549	6713	5295	5435	5679	5430
9	8110	6371	7659	7603	5725	6940	5455	5604	5848	5599
10	8380	6566	7929	7873	5902	7167	5616	5773	6017	5768
11	8650	6761	8199	8144	6078	7393	5776	5942	6135	5936
12	8920	6957	8470	8414	6254	7847*	5936	6111	6354	6105
13	9190	7152	8740	8954*	6430	6606	6257*	6279	6523	6443*
14	9730*	7347	9280*					6617*	6861*	7133
15	7542	7932*								7443*
16	(270)	(195)	(270)	(270)	(176)	(226)	(160)	(169)	(169)	(169)

Yearly Increment

\*Double Increment

\$225 additional after 20 years of service OR at age 60 and further, \$200 additional after 30 years of service (as of June 30, 1973 with at least ten consecutive years of service in Bloomfield).

## 10. RULES GOVERNING EMPLOYEE'S ABSENCES

### A. Sick Leave

1. An employee having less than ten years continuous service shall be allowed ten days of sick leave in any school year if he is a ten month employee or twelve days if he is a twelve month employee without deduction in pay, such leave being credited as of the first day of the school year.

Deduction of sick days allowable at the same rate may be made if the employee resigns or leaves before the completion of the school year.

2. An employee having more than ten years continuous service shall be allowed twenty days of sick leave in any school year if he is a ten month employee or twenty-four days if he is a twelve month employee without deduction in pay, such leave being credited as of the first day of the school year.

Deduction of sick days allowable at the same rate may be made if the employee resigns or leaves before the completion of the school year.

3. In case of sick leave claimed, the Board may require a physician's certificate to be filed with the Secretary of the Board of Education.

4. Sick leave is hereby defined to mean the absence from his or her post of duty, of the employee because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.

5. If any employee requires in any school year less than the above specified number of days of sick leave with full pay allowed, a maximum of ten days (ten month employees) or twelve days (twelve month employees) of such leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years.

### B. Extended Absence for Illness

When absence, under circumstances described above, exceeds the annual leave and the accumulated leave, the Board will consider each case on its individual merits.

### C. Allowance for Absence Other than Personal Illness

This policy shall cover brief absences not chargeable to sick leave or for professional reasons directly beneficial to the school system. The provisions for leave at full pay stated below shall be for one year, and no unused days shall be accumulative for use in another year:

1. Death in the Immediate Family - An allowance of up to five days leave shall be granted.

Definition: Immediate family shall include - Husband, wife, mother, mother-in-law, father, father-in-law, child, sister, brother, grandfather, grandmother, or anyone making his or her home with the family or anyone who actually stands in the position of a member of the immediate family to the employee.

2. Serious Illness in the Immediate Family - An allowance of up to three days leave shall be granted. (Immediate family same as (1) above.)
3. Death of Relative of the Second Degree - An allowance of one day's leave shall be granted.

Definition: Uncle, aunt, niece, nephew, cousin, or relative by marriage.

D. Other Emergencies of Personal Nature

An allowance of up to a total of three (3) days leave during a school year, with prior approval, by the Superintendent of Schools for the following reasons:

(The three (3) day allowance is the total leave for 1, 2, 3, and 4. It is not three days leave for each.)

1. Observance of a day of holy obligation (days on which the religious tenets of an employee's faith prohibits work).
2. Court subpoena.
3. Marriage of employee.
4. A personal day may be taken from the three days allowed in Section D, if a letter is submitted to the Superintendent of Schools, preferably in advance, stating that the day's leave was necessary for urgent personal reasons. This provision may be rescinded temporarily or permanently by the Board upon recommendation of the Superintendent if abuses are evident. This may be done by a letter to the Association giving thirty days notice.
5. Any other emergency or urgent reason not included in (1) to (3) above, if approved by the Superintendent of Schools or the Board of Education.

E. An allowance of a total of one (1) day leave during a school year, with prior approval for the following:

(The one (1) day allowance is the total leave for 1, 2, 3, 4, 5, 6, 7, and 10. It is not one day for each.)

1. Moving.
2. House Closing.
3. Graduation of son, daughter, or spouse from college.
4. To receive a degree.
5. To take a special professional examination.
6. To enter a son or daughter into his or her first year of college, provided a formal request is made to the Superintendent at least one (1) week prior to the day requested.
7. To settle an estate.

8. For paternity (2 days).
  9. One (1) day will be allowed for both moving and house closing, if required.
  10. Any other emergency or urgent reason not included in (1) to (9) above, if approved by the Superintendent of Schools or the Board of Education.
- F. For the protection of the employee and for the proper payroll accounting and audit, every absence for a half day or more must be accounted for on the regular Board of Education Employee's Absence Report.

## 11. MATERNITY LEAVE POLICY

At the present time the Bloomfield Board of Education is operating under a maternity leave policy as outlined by the Division of Civil Rights in September, 1971, pending further review of such policies by the courts.

The removal of any tenured or non-tenured employee from her duties should not be based solely on the fact of pregnancy of a specific number of months.

The removal of such an employee would be based on a noticeable decline in her performance, failure to produce certification from her physician concurred in by the Board's physician that she is medically able to continue her duties, or for any other just cause.

A tenured or non-tenured employee may apply to the Board for a leave of absence without pay and shall be granted that leave at any time before the expected date of birth and continuing to a specific date after the birth. Date of return may be further extended for proper cause. The Board of Education need not extend the leave of absence of a non-tenured employee beyond the end of the contract school year in which that leave is obtained.

A tenured or non-tenured employee may not be barred from returning except for lack of sufficient medical evidence of capability or because of failure to specify a date of return.

Similar leave provisions shall apply to any female employee under tenure adopting an infant child.

## 12. HEALTH-CARE INSURANCE PROGRAMS

- A. The Board of Education will pay the premium for each employee and his eligible dependents (full family coverage) who enrolls in the health-care insurance program provided by the Board of Education.
- B. Provisions of the health-care insurance program shall be detailed in master policies on file in the Board of Education office and in individual certificates issued to those employees who enroll. The provisions of the health-care insurance program shall include:
  1. Hospital room and board and miscellaneous covered charges.
  2. Out-patient benefits.
  3. Laboratory fees, diagnostic expenses and therapy treatments.
  4. Maternity costs.
  5. Surgical costs.
  6. Major Medical coverage.

### 13. DEDUCTION FROM SALARY

Members may participate in tax sheltered annuity programs offered by the Variable Annuity Life Insurance Company (VALIC) or the Supplemental Annuity Collective Trust of the Division of Pensions of the State of New Jersey or a combination of the two programs. Each member desiring to participate in a tax sheltered annuity program will complete the necessary salary reduction agreement for the plan or plans desired. The maximum total salary reduction that a member may specify is 10% of the annual contract salary whether the member is participating in either one or both of the plans offered. Any salary agreement for the plan offered by the Variable Annuity Life Insurance Company must be filed with the Board of Education on or before June 30th each year. Salary reduction agreements and any changes thereto for the Supplemental Annuity Collective Trust Program will be filed with the Board of Education under the rules and regulations of the Division of Pensions of the State of New Jersey. It is each participating member's responsibility to maintain the necessary income tax records for either of these tax sheltered programs. The Board of Education is relieved of any responsibility after forwarding the monthly salary reduction monies to the Variable Annuity Life Insurance Company or to the Supplemental Annuity Collective Trust.